



THE UNIVERSITY *of* EDINBURGH

Edinburgh Research Explorer

Enforcing promises/contracts of a social nature

Citation for published version:

Hogg, M, *Enforcing promises/contracts of a social nature*, 2015, Web publication/site, Obligations Law Blog.
<<http://www.obligations.law.ed.ac.uk/2015/01/19/enforcing-promisescontracts-of-a-social-nature/>>

Link:

[Link to publication record in Edinburgh Research Explorer](#)

Document Version:

Publisher's PDF, also known as Version of record

Publisher Rights Statement:

© Hogg, M. (Author). (2015). Enforcing promises/contracts of a social nature. Obligations Law Blog.

General rights

Copyright for the publications made accessible via the Edinburgh Research Explorer is retained by the author(s) and / or other copyright owners and it is a condition of accessing these publications that users recognise and abide by the legal requirements associated with these rights.

Take down policy

The University of Edinburgh has made every reasonable effort to ensure that Edinburgh Research Explorer content complies with UK legislation. If you believe that the public display of this file breaches copyright please contact openaccess@ed.ac.uk providing details, and we will remove access to the work immediately and investigate your claim.



OBLIGATIONS LAW BLOG

Obligations Law Blog

[Home](#) [Sample Page](#)

← A negative review of our hotel? That will be \$500 please!

Enforcing promises/contracts of a social nature

Posted on [January 19, 2015](#) by [mhogg](#)

Undertakings given within a social context are often held not to give rise to any legally enforceable contracts (or unilateral promises). A story, on the BBC's website ([here](#)) therefore makes for interesting reading. A boy (or perhaps his parents, it is unclear from the story exactly who) has been invoiced for costs resulting from his failure to attend a friend's birthday party. The precise item billed by the birthday boy's disgruntled parents is listed in the invoice as being "Birthday Party No Show Fee", though what this actually relates to seems to be an amount charged by the ski slope at which the party took place in respect of the absent boy.

The issuing of such an invoice may be a bizarrely cold and formal way to complain about the absence of a party guest, but it raises the interesting question of whether the sum can be claimed at law. The birthday boy's parents seem to think it can: they are suing the absent boy (or his parents) in the small claims court for the amount of £15.95. But is there legal liability here? For any claim to be contractual in nature there would require to be a determination that the absentee boy's parents, in accepting the invitation, had intended to enter into a contract obliging the child to attend. That seems an unlikely inference, albeit that there would be (as it seems there was in this case) wasted expenditure incurred by the birthday boy's parents if the invited child did not in fact attend (a pecuniary interest can sometimes clothe an otherwise unenforceable agreement with contractual force). If there was no contract (or, had the events taken place in Scotland, no unilateral promise either), then it is hard to see what else might provide the basis for the claim. Did the absent boy's parents make an actionable misrepresentation in stating he would attend, or in not intimating his non-attendance when it became clear that he could no longer attend? It seems unlikely that any such misrepresentation, if such there was, would be held to give rise to a duty of care in tort/delict in respect of the economic loss suffered by the birthday boy's parents.

All in all, this looks like a small claim which is destined to be thrown out by the court if the matter does indeed get that far. A finding otherwise would certainly make this blogger think twice before accepting any future birthday party invitations.

This entry was posted in [Uncategorized](#). Bookmark the [permalink](#).

← A negative review of our hotel? That will be \$500 please!

Leave a Reply

Your email address will not be published. Required fields are marked *

Name *

Email *

Website

Comment

You may use these HTML tags and attributes: <abbr title=""> <acronym title=""> <blockquote cite=""> <cite> <code> <del datetime=""> <i> <q cite=""> <strike>

Post Comment

Search

Recent Posts

- [Enforcing promises/contracts of a social nature](#)
- [A negative review of our hotel? That will be \\$500 please!](#)
- [Personal injury and the peril of seagulls](#)
- [The importance of fundamental structural language in the law of obligations](#)
- [New Discussion Paper published on third party rights in contract law](#)

Recent Comments

- [Elliott](#) on [A football agent's contractual remuneration](#)
- [Hector MacQueen](#) on [Personal injury and the peril of seagulls](#)
- [Stephen Bogle](#) on [Promises, assurances, and collateral warranties: new judicial observations](#)

Archives

- [January 2015](#)
- [August 2014](#)
- [May 2014](#)
- [March 2014](#)
- [January 2014](#)
- [November 2013](#)
- [October 2013](#)
- [September 2013](#)
- [August 2013](#)
- [July 2013](#)
- [May 2013](#)

Categories

- [Contract](#)
- [Delict](#)
- [Personal injury](#)
- [Uncategorized](#)
- [Unjustified enrichment](#)

Meta

- [Log in](#)
- [Entries RSS](#)
- [Comments RSS](#)
- [WordPress.org](#)

Obligations Law Blog

 Proudly powered by [WordPress](#).